

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The County of Hidalgo
C-21-049-03-30

THIS MEMORANDUM OF UNDERSTANDING, hereinafter, “**MOU**” is made by and between the **COUNTY OF HIDALGO, TEXAS**, a subdivision of the State of Texas, hereinafter referred to as the “**County**” and the **HIDALGO COUNTY HEAD START PROGRAM**, a governmental entity, hereinafter referred to as “**Head Start**”, referred to collectively as “**the Parties**”, as follows:

WITNESSETH:

WHEREAS, **Head Start** is a U.S. Department of Health and Human Services program for early childhood education, health, and nutrition for low income children and their families.

WHEREAS, the Parties share a mutual goal to improve the health and welfare of the citizens of the **County**.

WHEREAS, the **County**, acting by and through **Head Start**, desires to provide a Head Start Program for children ages 3 and 4 years old at The County of Hidalgo campus.

WHEREAS, the **County** desires to provide facilities for **Head Start** to provide services to qualified children of the service area, in Hidalgo County Precinct No 4.

WHEREAS, the purpose of this MOU is to formalize that the **County** will assist **Head Start** by providing a space for **Head Start** to provide its services as described herein.

WHEREAS, the Parties desire to enter into this MOU for a public purpose and believe that the constituents of the County will benefit from the terms of this MOU.

NOW, THEREFORE, the County and Head Start agree as follows:

1. Classes/Office Space

Head Start agrees to provide all personnel, supplies, and equipment, during regular **Head Start** hours, in order to provide child development services for qualified children of the service area

(the "Services"). **Head Start** will operate between the hours of 7:45 a.m. and 5:15 p.m. as needed in facilities provided and designated by the **County at 134 N. 86th Street**. The **County** will designate one (1) classroom located at 134 N. 86th Street, Edinburg, TX., office space (the "**Facility**"); to be used by the **Head Start Program** for program services as described herein.

2. Term

The term of this MOU is for two (2) years commencing July 1, 2021 (effective date), and terminating June 30, 2023, unless earlier terminated as provided herein.

3. Facility

The **County** hereby agrees to provide one (1) classroom located at 134 N. 86th Street, Edinburg, Texas, on a year-round basis for Head Start to conduct its Early Childhood Development Program. **Head Start** agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water, and general custodial services reasonably required in providing services. **Head Start** will also pay for all expenses associated with the janitorial maintenance of the Facility. **Head Start** shall coordinate all programs and schedules with the assigned Liaison of the **County**. **Head Start** assumes responsibility and liability arising from, associated with, or in any way connected to the storage of all property of **Head Start** on the premises of the **County**. In connection therewith and not in any way limiting the foregoing, **Head Start** expressly assumes all liability and responsibility for theft or damages to the property of **Head Start** located on the premises of the **County**.

4. Rent

The **County** and **Head Start** have agreed that to be good stewards of public funds and for the benefit of the citizens of **Hidalgo County** and the **Head Start Program**, the rent shall be ten dollars (\$10.00) and other valuable consideration recited herein for the term of the MOU payable in advance within ten (10) days following the execution of the MOU.

5. Insurance

At all times during the term of this MOU, **Head Start** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **Head Start** agrees to carry insurance in the amounts shown below. **Head Start** will furnish the **County** with certificates of insurance covering all required policies.

- **Workers Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$1,000,000:**

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

- **Commercial General Liability Insurance with limits of not less than:**

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000

- **Business Auto Liability Insurance** covering all owned, non-owned, or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Insurance policies, except Workers’ Compensation and Employer’s Liability, will be endorsed and name **County** as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of the **County**. All policies, except Workers’ Compensation and Employer’s Liability, will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days’ unconditional written notice to **County**.

6. Indemnification

TO THE EXTENT ALLOWED BY LAW, **HEAD START** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **COUNTY**, AND HOLD HARMLESS **COUNTY** AND THE **COUNTY OF TEXAS SYSTEM**, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY “**INDEMNITEES**”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY “**CLAIMS**”) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM **HEAD START’S** PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF **HEAD START**, ANYONE DIRECTLY EMPLOYED BY **HEAD START** OR ANYONE FOR WHOSE ACTS **HEAD START** MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT ALLOWED BY LAW, **COUNTY** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **HEAD START**, AND HOLD HARMLESS **HEAD START** AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM **COUNTY'S** PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF COUNTY, ANYONE DIRECTLY EMPLOYED BY THE **COUNTY** OR ANYONE FOR WHOSE ACTS THE **COUNTY** MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

7. Other

The **County** agrees to collaborate with **Head Start** through community service projects such as the following non-exclusive list: Week of the Young Child, Dia del Libro, Adopt a Child, and holiday events.

8. Termination

The **County** and **Head Start** shall have the right to cancel this MOU for any reason or without cause upon thirty (30) day notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to **County**: The County of Hidalgo
 Attn: Richard F. Cortez, County Judge
 100 E Cano 2nd Floor
 Edinburg, TX 78539

If to **Head Start**: Hidalgo County Head Start Program
 Attention: Teresa Flores, Executive Director
 P.O. Box 0117
 Edinburg, TX 78540

With Copy to: Hidalgo County Precinct No 4
 Attention Commissioner Ellie Torres

1051 Doolittle Rd.
Edinburg, Texas 78542

9. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this MOU, **Head Start** agrees and acknowledges that **County** is entering into this MOU in reliance on **Head Start's** special and unique knowledge and abilities concerning the operation and management of the Services. **Head Start** accepts the relationship of trust and confidence established between it and **County** by this MOU. **Head Start** will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of **County** in accordance with **County's** requirements and procedures, in accordance with the highest standards of **Head Start's** profession or business and in compliance with all applicable national, federal, state, and local laws, regulations, and best practices.

Governing Law: This MOU will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

10. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and access only the **Facility** to perform the Services and will have no right to use or access any other **County** facilities. **County** will permit **Head Start** to use the **Facility** in accordance with the license contained in this Section. **County** licenses the **Facility** in its current, "as is" condition to **Head Start** for use by **Head Start** and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the **Facility**. **County** may enter the **Facility** at any time for any reason. No unlawful activities will be permitted in the use of the **Facility**. **Head Start** will comply with all Applicable Laws in connection with the use of the **Facility**. **Head Start** will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the **Facility** or any other **County** facilities without the prior written approval of **County** and with project management of renovations by **County**.

Head Start will not harm the **Facility** or make any use of the **Facility** that is offensive as determined by **County**. Upon expiration or termination of this MOU for any reason, **Head Start** will remove **Head Start** owned equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the **Facility** in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of **Head Start** not removed within thirty (30) days following the termination will be deemed abandoned by **Head Start** and

County may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to **Head Start**.

Head Start will not suffer any mechanic's lien to be filed against the **Facility** or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the **Facility** for **Head Start**. Nothing in this MOU will be construed as the consent of **County** to subject **County's** estate in the **Facility** or adjoining facilities to any lien.

The **Facility** is sufficiently equipped for **Head Start** to provide the services in accordance with the terms and conditions of this MOU.

11. MISCELLANEOUS

Nature of Relationship/Independent Contractor: Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.

Non-Discrimination: All related activities and programs offered under this MOU by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or Hidalgo County policy, including and without limitation to race, color, national origin, religion, sex, age, veteran status, or disability, or any other protected class under law. Parties also agree to abide by the requirements of Title Vi of the Civil Rights Act of 1964 as amended.

Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-Federal entity's contract must contain the applicable provisions described in Appendix II 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II 2 CFR 200 are attached and incorporated by reference into this agreement should it be subject to Federal award.

[SIGNATURE PAGE TO FOLLOW]

The below signed authorities agree to the statements in this documents in order to develop a strong collaboration and an open communication system at all levels which will enable both **The County of Hidalgo** and **Hidalgo County Head Start** to provide the children the best services available.

This Agreement is executed by the below signed authorities and becomes effective upon the effective date referenced in section 2 above.

The County of Hidalgo

Hidalgo County Precinct No 4

Richard F. Cortez, County Judge

Ellie Torres, Commissioner Pct. No 4

Date

Date

Hidalgo County Head Start Program

Teresa Flores, Executive Director

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved As To Form:
Office of the Criminal District Attorney
Ricardo Rodriguez Jr.

Approved as To Form
Oxford & González, P.C.

, Assistant District Attorney

Ricardo González HCHSP Legal

Date Approved by Policy Council: _____

Date Approved by C Court: _____